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12 *Automobile Insurance Company*

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

STEVEN BARRY COHEN, an individual;

Plaintiff,

Case No: 2:15-cv-01668-GMN-VCF

vs.

STATE FARM MUTUAL AUTOMOBILE  
INSURANCE COMPANY, an Illinois  
Company; and DOES I through X, inclusive; and  
ROE BUSINESS ENTITIES I through X,  
inclusive,

Defendants.

**PROTECTIVE ORDER REGARDING  
STATE FARM'S PROPRIETARY AND  
CONFIDENTIAL INFORMATION**

PLAINTIFF, STEVEN BARRY COHEN, by and through his counsel of record, H. Stan Johnson, Esq. and Michael Hughes, Esq. of COHEN-JOHNSON, LLC; and DEFENDANT, STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY (hereinafter "STATE FARM INSURANCE"), by and through its counsel of record, Ryan L. Dennett, Esq. and Matthew J. Wagner, Esq. of the law firm of DENNETT WINSPEAR, LLP, hereby enter into the following PROTECTIVE ORDER REGARDING STATE FARM'S PROPRIETARY AND CONFIDENTIAL INFORMATION:

WHEREAS PLAINTIFF has filed the above-identified suit against DEFENDANT, STATE FARM INSURANCE;

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1 WHEREAS STATE FARM INSURANCE was served with Plaintiff's request for production  
2 of documents shortly after the LR-26 Meet and Confer Meeting and anticipates that STATE  
3 FARM INSURANCE may be served with additional requests for documents in connection with  
4 the instant suit;

5 WHEREAS STATE FARM INSURANCE has asserted a privilege and will continue to  
6 assert a privilege, that the materials to be disclosed and sought by PLAINTIFF are of a  
7 confidential or proprietary nature and constitute a trade secret under applicable law, and will  
8 assert such a privilege from disclosure of documents and discovery as to any current and future  
9 requests for production of documents;

10 WHEREAS PLAINTIFF and DEFENDANT STATE FARM INSURANCE desire to  
11 expedite and facilitate the discovery process in this litigation while protecting the business  
12 interests of STATE FARM INSURANCE to its trade secrets; and

13 WHEREAS PLAINTIFF and DEFENDANT STATE FARM INSURANCE agree that the  
14 easiest and most economical way to accomplish this goal is through the execution of this  
15 PROTECTIVE ORDER REGARDING STATE FARM'S PROPRIETARY AND CONFIDENTIAL  
16 INFORMATION.

17 IT IS THEREFORE AGREED as follows:

18 1. Documents that will be produced by STATE FARM INSURANCE and designated  
19 as "Confidential" as provided pursuant to this PROTECTIVE ORDER REGARDING STATE  
20 FARM'S PROPRIETARY AND CONFIDENTIAL INFORMATION are claimed by STATE FARM  
21 INSURANCE to be of a confidential or proprietary nature by STATE FARM INSURANCE at or  
22 about the time of the incident or transactions at issue in this litigation or at some time later. The  
23 purpose of this PROTECTIVE ORDER REGARDING STATE FARM'S PROPRIETARY AND  
24 CONFIDENTIAL INFORMATION is to protect the confidentiality of these documents.

25 2. Documents and information produced in this case by STATE FARM INSURANCE  
26 shall be protected from inappropriate disclosure in accordance with the following terms and  
27 conditions:

28 a. STATE FARM INSURANCE may, in good faith, designate documents or

1 discovery information "confidential" including, but not limited to:

2 i. All documents and/or information that Defendant believes to constitute or  
3 disclose trade secrets or other confidential research, development, testing, or commercial  
4 information or other information that it is entitled to keep in confidence;

5 ii. Business marketing, testing, training materials, research or strategic plans  
6 relating to any materials, products, goods and/or services;

7 iii. Discovery material reflecting or relating to research, testing or financial  
8 data; and/or

9 iv. All documents and/or information containing or referring to internal  
10 evaluations and/or criticisms of any of STATE FARM INSURANCE products, goods, services,  
11 practices and/or procedures, as well as any claims handling materials for claims brought against  
12 STATE FARM INSURANCE.

13 b. All documents produced by STATE FARM INSURANCE in this case and  
14 designated "confidential" shall be used solely for the purpose of "this action" and shall not be  
15 made available to persons other than "qualified persons" as defined in Paragraph 3. "This  
16 action" specifically refers to the pretrial proceedings and trial or settlement of the above-  
17 referenced cause of action, and no other.

18 3. "Qualified persons" means:

19 a. A party to this action, an officer, director, employee or partner or a party of in-  
20 house counsel having direct responsibility for, working directly on, or testifying in connection with  
21 this action who has executed a Declaration in the form attached hereto as Exhibit A the executed  
22 Exhibit A shall be delivered to counsel for STATE FARM INSURANCE; and/or

23 b. Counsel of record for the parties and the legal assistants and regularly employed  
24 office staff of the counsel of record for the parties; and/or

25 c. A person retained by a party or its attorneys of record to assist in this action, such  
26 as independent accountants, expert witnesses, statisticians, economists, consultants or other  
27 technical experts and/or consultants, who have signed a Declaration in the form of Exhibit A  
28 hereto. Delivery of the executed Exhibit A must be provided to counsel for STATE FARM



1 INSURANCE at the time an expert report is provided, expert disclosures are due or at the  
2 conclusion of this case, whichever comes first; and/or

3 d. Court officials involved in this action, including the Court and its staff, court  
4 reporters, persons operating video recording equipment at depositions, and any Special Master  
5 appointed by the Court; and/or

6 e. Actual or potential deposition witnesses in this action who are assisting counsel in  
7 the prosecution or defense of this action or whom counsel must advise concerning the status of  
8 this action who have executed a Declaration in the form attached hereto as Exhibit A.

9 4. Unless prior written consent for further disclosure has been obtained from counsel  
10 for STATE FARM INSURANCE or permission for such disclosure has been given by the Court,  
11 each qualified person identified in Paragraphs 3(a), (c), and (e) above, as well as counsel for  
12 third-party witnesses, to whom delivery, exhibition or disclosure of any materials designed as  
13 confidential is made, shall be provided with a copy of this PROTECTIVE ORDER REGARDING  
14 STATE FARM'S PROPRIETARY AND CONFIDENTIAL INFORMATION.

15 5. "Confidential" documents and other discovery materials shall include all originals  
16 and copies of any document and/or information that STATE FARM INSURANCE has designated  
17 as such by stamping the cover or other page or by stamping a blank sheet affixed to the cover or  
18 other page with the word "CONFIDENTIAL" or in any other reasonable manner appropriate to  
19 the form in which the confidential information is made available to the qualified persons as  
20 defined in Paragraph 3. In lieu of stamping the originals of documents, STATE FARM  
21 INSURANCE may stamp copies that are produced or exchanged, or indicate in some  
22 appropriate fashion that the documents are confidential under this PROTECTIVE ORDER  
23 REGARDING STATE FARM'S PROPRIETARY AND CONFIDENTIAL INFORMATION.

24 6. In the event that a "qualified person" ceases to engage in the preparation for trial  
25 or trial of this proceeding, access by such person to confidential documents and other discovery  
26 materials of STATE FARM INSURANCE shall be terminated. However, the provisions of this  
27 PROTECTIVE ORDER REGARDING STATE FARM'S PROPRIETARY AND CONFIDENTIAL  
28 INFORMATION shall remain in full force and effect as to all persons who have obtained access

1 to such documents or other discovery materials of STATE FARM INSURANCE designated for  
2 protection hereunder in perpetuity.

3 7. Counsel for the parties shall maintain a list of the names of all persons, including  
4 all experts, expected to testify at trial, who inspect or view confidential documents and other  
5 discovery information or who receive any copies of such confidential documents or discovery  
6 information and shall make such a list available to STATE FARM INSURANCE at the conclusion  
7 of this litigation.

8 8. This PROTECTIVE ORDER REGARDING STATE FARM'S PROPRIETARY AND  
9 CONFIDENTIAL INFORMATION initially protects from disclosure all documents that the  
10 producing party designates in good faith as "confidential". Upon delivery of any document or  
11 other information so designated, another party may, within 20 days of delivery of the document  
12 or other information, send a letter to the producing party challenging any such designations by  
13 indicating by bates number ranges or other sufficient identifying information precisely which  
14 documents the challenging party asserts are not in fact "confidential". The parties shall confer in  
15 good faith in an attempt to informally resolve the dispute. If such attempt is unsuccessful, the  
16 party disputing the "confidential" designation of the document(s), shall file a motion for a  
17 protective order regarding any designations in question, enclosing, where appropriate, the  
18 documents challenged for in camera review. The opposing party shall oppose the Motion per  
19 FRCP. Movant shall apply, if necessary, and submit the motion. Upon stipulation approved by  
20 the court, the parties may expedite briefing. The documents challenged hereunder retain their  
21 status as "confidential information" hereunder unless or until the court order that they be  
22 released from such status.

23 9. Documents initially designated as "confidential" by either party are solely to be  
24 used within the confines of this litigation.

25 10. Nothing contained herein shall prevent disclosure beyond the terms of this  
26 PROTECTIVE ORDER REGARDING STATE FARM'S PROPRIETARY AND CONFIDENTIAL  
27 INFORMATION if STATE FARM INSURANCE consents in writing to such disclosure; or if the  
28 Court, after notice to all affected persons, allows such disclosure; or if the party to whom

1 confidential information has been produced thereafter becomes obligated to disclose the  
2 information in response to a lawful subpoena, PROVIDED THAT the subpoenaed party gives  
3 prompt written notice to counsel for STATE FARM INSURANCE and permits STATE FARM  
4 INSURANCE's counsel sufficient time to intervene and seek appropriate relief in the action in  
5 which the subpoena was issued.

6 11. Nothing in this PROTECTIVE ORDER REGARDING STATE FARM'S  
7 PROPRIETARY AND CONFIDENTIAL INFORMATION, nor any action taken in compliance with  
8 it, shall:

9 a. Operate as an admission by STATE FARM INSURANCE that any particular  
10 document, or discovery material, deposition transcript, or discovery response is or is not  
11 confidential; or

12 b. Prejudice in any way the right of any party to seek a determination by the Court  
13 whether particular documents or other information should or should not be disclosed or if  
14 disclosed whether it should remain subject to the terms of this PROTECTIVE ORDER  
15 REGARDING STATE FARM'S PROPRIETARY AND CONFIDENTIAL INFORMATION.

16 Any party may request the Court to modify or otherwise grant relief from any provision of  
17 this PROTECTIVE ORDER REGARDING STATE FARM'S PROPRIETARY AND  
18 CONFIDENTIAL INFORMATION.

19 12. Nothing in this PROTECTIVE ORDER REGARDING STATE FARM'S  
20 PROPRIETARY AND CONFIDENTIAL INFORMATION shall be deemed to impair STATE FARM  
21 INSURANCE's right to object to the production of documents or information on any ground, or to  
22 assert that the documents or information sought are privileged or otherwise protected from  
23 disclosure or to demand more stringent restrictions for the treatment or disclosure of any  
24 documents or discovery information on any ground that may be warranted by the circumstances  
25 of a particular document request.

26 13. Nothing in this PROTECTIVE ORDER REGARDING STATE FARM'S  
27 PROPRIETARY AND CONFIDENTIAL INFORMATION shall bar or otherwise restrict any  
28 attorney herein from rendering advice to his or her client with respect to this case.



1        14. The parties and their attorneys, and any "qualified persons" who receive  
2 confidential information subject to this PROTECTIVE ORDER REGARDING STATE FARM'S  
3 PROPRIETARY AND CONFIDENTIAL INFORMATION, who intentionally, knowingly, or  
4 otherwise violate the terms of this PROTECTIVE ORDER REGARDING STATE FARM'S  
5 PROPRIETARY AND CONFIDENTIAL INFORMATION shall be liable to STATE FARM  
6 INSURANCE for all damages arising therefrom and STATE FARM INSURANCE may pursue  
7 any and all civil remedies available to it for breach of the terms of this PROTECTIVE ORDER  
8 REGARDING STATE FARM'S PROPRIETARY AND CONFIDENTIAL INFORMATION.

9        15. This PROTECTIVE ORDER REGARDING STATE FARM'S PROPRIETARY AND  
10 CONFIDENTIAL INFORMATION may be modified by executing a revised order among all  
11 parties, approved by the Court or by application by noticed motion.

12        16. Nothing in this PROTECTIVE ORDER REGARDING STATE FARM'S  
13 PROPRIETARY AND CONFIDENTIAL INFORMATION shall be construed as a waiver of any  
14 rights by any party with respect to matters not specifically provided for herein.

15        17. Unless otherwise permitted by statute, rule or prior court order, papers filed with  
16 the court under seal shall be accompanied by a contemporaneous motion for leave to file those  
17 documents under seal, and shall be filed consistent with the court's electronic filing procedures in  
18 accordance with Local Rule 10-5(b). Notwithstanding any agreement among the parties, the  
19 party seeking to file a paper under seal bears the burden of overcoming the presumption in favor  
20 of public access to papers filed in court. *Kamakana v. City and County of Honolulu*, 447 F.2d  
21 1172 (9th Cir. 2006).

1  
2 DATED this 9<sup>th</sup> day of November, 2015.

3 COHEN-JOHNSON, LLC

4  
5 By Michael Hughes  
6 H. STAN JOHNSON, ESQ.  
7 Nevada Bar No. 00265  
8 MICHAEL V. HUGHES, ESQ.  
9 Nevada Bar No. 13154  
10 COHEN-JOHNSON, LLC  
11 255 East Warm Springs Road, Suite 100  
12 Las Vegas, Nevada 89119  
13 Telephone: (702) 823-3500  
14 Facsimile: (702) 823-3400  
15 **Attorneys for Plaintiff,**  
16 **STEVEN BARRY COHEN**

DATED this 11 day of November, 2015.

DENNETT WINSPEAR, LLP

By [Signature]  
RYAN L. DENNETT, ESQ.  
Nevada Bar No. 005617  
MATTHEW J. WAGNER, ESQ.  
Nevada Bar No. 011311  
DENNETT WINSPEAR, LLP  
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Facsimile: (702) 839-1113  
**Attorneys for Defendants**  
**STATE FARM MUTUAL AUTOMOBILE**  
**INSURANCE COMPANY**

13 **ORDER**

14 Good cause appearing therefore, IT IS SO ORDERED.

15 13th

November

16 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

17 [Signature]

18 UNITED STATES MAGISTRATE JUDGE

19  
20 Submitted by:

21 DENNETT WINSPEAR, LLP

22  
23 By [Signature]  
24 RYAN L. DENNETT, ESQ.  
25 Nevada Bar No. 005617  
26 3301 North Buffalo Drive, #195  
27 Las Vegas, Nevada 89129  
28 **Attorneys for Defendants**  
**STATE FARM MUTUAL AUTOMOBILE**  
**INSURANCE COMPANY**

DENNETT WINSPEAR  
ATTORNEYS AT LAW



**EXHIBIT A****ACKNOWLEDGMENT AND AGREEMENT TO  
ABIDE BY THE PROTECTIVE ORDER REGARDING  
STATE FARM'S PROPRIETARY AND CONFIDENTIAL INFORMATION**

THE UNDERSIGNED HEREBY UNDERSTANDS AND ACKNOWLEDGES that he or she has read the PROTECTIVE ORDER REGARDING STATE FARM'S PROPRIETARY AND CONFIDENTIAL INFORMATION filed in this action on \_\_\_\_\_, 2015. The Undersigned hereby acknowledges that a PROTECTIVE ORDER REGARDING STATE FARM'S PROPRIETARY AND CONFIDENTIAL INFORMATION in the case of *STEVEN BARRY COHEN v STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY*, was filed in the United States District Court for the District of Nevada and entitled "PROTECTIVE ORDER REGARDING STATE FARM'S PROPRIETARY AND CONFIDENTIAL INFORMATION."

The Undersigned agrees to be bound by the terms of the above-mentioned PROTECTIVE ORDER REGARDING STATE FARM'S PROPRIETARY AND CONFIDENTIAL INFORMATION in the same manner as the parties to the PROTECTIVE ORDER REGARDING STATE FARM'S PROPRIETARY AND CONFIDENTIAL INFORMATION and their respective attorneys. The Undersigned agrees to provide Ryan L. Dennett, Esq., attorney for Defendant STATE FARM INSURANCE, with written notice of any document sharing as well as a list of any recipients of shared documents.

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1       The Undersigned also agrees, as provided in the PROTECTIVE ORDER REGARDING  
2 STATE FARM'S PROPRIETARY AND CONFIDENTIAL INFORMATION, to submit to the  
3 jurisdiction of the United States District Court for the District of Nevada for any proceedings  
4 related to any violation or threatened violation of this Order.

5  
6 Dated: \_\_\_\_\_

7  
8 \_\_\_\_\_  
Signatory

9  
10 \_\_\_\_\_  
Signatory

11  
12 \_\_\_\_\_  
Signatory

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14 \_\_\_\_\_  
Signatory

